

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS NOT A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 44 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DTFH61-08-R-00026	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 50-53-8167
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave S.E. Mail Stop E66-207 Washington, DC 20590		CODE HAAM-30	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, 3:00 pm local time July 14, 2008. **THIS IS A FULL AND OPEN COMPETITION REQUIREMENT**
CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Primary Contact: Daniel Confer Secondary Contact:	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 366-0730 EXT.			C. E-MAIL ADDRESS Daniel.Confer@dot.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s),

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to this SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, materials, and personnel, and shall perform all services necessary to support the programs and activities of FHWA's pavement design and analysis focus area.

This is an indefinite-delivery-indefinite-quantity (IDIQ) contract utilizing cost-plus-fixed-fee (CPFF) and firm-fixed-price (FFP) task orders in accordance with FAR 16.5. In accordance with the table below, the maximum potential value of all orders placed against this contract shall not exceed an amount **to be negotiated** over five-years (24-month base period and three 12-month option periods). The distribution of this amount between cost and fee shall be determined based upon the individual task orders awarded. The guaranteed minimum is \$80,000 for the base period and \$40,000 per option period if exercised.

NOTE: The Government anticipates making multiple awards from this RFP (see Section L). The IDIQ minimum guarantees below are based on making 3 awards.

ITEM	Supplies/Services	IDIQ Minimum Guarantee	IDIQ Maximum
0001	Engineering and Technical Services in support of the programs and activities of FHWA's pavement design and analysis focus area. Includes labor, travel, and other direct costs. 24-MONTH BASE PERIOD	\$80,000	To be filled in at award
0101	Engineering and Technical Services in support of the programs and activities of FHWA's pavement design and analysis focus area. Includes labor, travel, and other direct costs. OPTION YEAR 1	\$40,000	To be filled in at award
0201	Engineering and Technical Services in support of the programs and activities of FHWA's pavement design and analysis focus area. Includes labor, travel, and other direct costs. OPTION YEAR 2	\$40,000	To be filled in at award
0301	Engineering and Technical Services in support of the programs and activities of FHWA's pavement design and analysis focus area. Includes labor, travel, and other direct costs. OPTION YEAR 3	\$40,000	To be filled in at award
	Total:	\$200,000	To be filled in at award

All travel shall be approved in advance by the Contracting Officer's Technical Representative (COTR), and shall be accomplished in accordance with Government Travel Regulations and the travel and per diem clause in Section G.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The mission of the Office of Pavement Technology is to advance safe, cost-effective, long-lasting pavements that meet customer needs and can be effectively maintained.

The Office has four major focus areas:

- Optimize Pavement Performance
- Advanced Quality Systems
- Pavement Surface Characteristics
- Environmental Stewardship

Working with States and other partners to deliver a national pavement network that is safe, long lasting, cost effective, environmentally sensitive, and effectively maintained remains the goal of the Federal Highway Administration's (FHWA) pavement and materials program. In order to make the program better coordinated and more strategically effective, all the offices across FHWA who are responsible for pavement and materials have agreed to structure all program activities around six focus areas as follows:

- Pavement Design and Analysis
- Pavement Materials and Construction Technology
- Pavement Management and Preservation
- Pavement Surface Characteristics
- Materials and Construction Quality Assurance
- Environmental Stewardship

This solicitation will concentrate only on the Pavement Design and Analysis focus area. The major objectives of which include:

- Reliable and effective pavement design
 - *Pavements are designed and analyzed using appropriate methods that accurately predict their performance.*
- In-service Pavement Condition Assessment
 - *Highway agencies use appropriate methods to accurately evaluate the condition of in-service pavement and subsurface.*
- Pavement Rehabilitation Design
 - *Pavements are rehabilitated using appropriate methods that optimize project level benefits with respect to structural and functional performance.*
- Pavement Investment Decisions
 - *Highway agencies use objective and comprehensive economic analysis methods for pavement investment decisions.*

C.2 SCOPE

The overall scope of the contract shall involve providing engineering and technical services in support of the programs and activities of FHWA's pavement design and analysis focus area. Services required shall include technical assistance, technical publications, applied research, developmental work, analysis, technology delivery, deployment support, programmatic technical support, and the development and delivery of workshops.

C.3 TASK AREAS

When tasked, the Contractor shall perform the following types of services to satisfy the requirements of task orders issued under this contract.

Task A: Applied research, testing, developmental work, and analysis

The Contractor shall provide applied research, testing, developmental work, and analysis services for FHWA's pavement design and analysis activities. These services shall include: (1) application of fundamental research results; (2) field and laboratory testing; (3) integration, adaptation or refinement of applied research results to produce improved technologies, methods and techniques; and (4) evaluation of testing equipment and assessment of results to provide conclusions and recommendations for refinement of developed technology, method, or technique. The Contractor shall perform field and laboratory testing as necessary to support the research.

The Contractor shall submit a draft report on or before the scheduled completion date of each task order issued under this task area to the COTR and designated FHWA researcher. Each report shall contain as a minimum the following information:

- 1) The location where the work was conducted.
- 2) Overview of work conducted, (objective(s), hypotheses, schedule, etc.).
- 3) Tests performed, analyses, and results obtained.
- 4) Time and resources utilized.
- 5) Any problems encountered in conducting the research and recommended solutions.
- 6) Graphical plots representing results as appropriate.
- 7) Conclusions.
- 8) Recommendations.

The COTR will review and provide written comments within 15 days after receipt of the draft report. The Contractor shall revise the document to reflect the comments, and submit the final report to the COTR for acceptance within 30 days after receipt of COTR's written comments.

Task B: Technology Delivery

Task B.1: Equipment Rental/Procurement, Demonstrations and Requests for Information

When tasked, the Contractor shall provide technical assistance related to pavement design and analysis to other State and Federal agencies. Technical assistance can take the form of: (1) providing literature based on requests for information within the scope of the pavement design and analysis focus area; (2) leasing or procuring equipment and associated hardware for demonstrations and (3) providing hands-on training on the use and operation of specific equipment. The Contractor shall provide a brief written report and/or case study report for all site visits documenting the participating agency, contacts, and phone numbers for personnel who worked with the equipment, recommendations and summary of the visit.

Task B.2: Technical Workshops

When tasked, the Contractor shall develop and deliver professional workshops to support the implementation of the objectives of the pavement design and analysis focus area. Specifically technical workshops are anticipated for Mechanistic-Empirical Pavement Design Guide (MEPDG) including required inputs, models and local calibration of models; pavement evaluation and rehabilitation strategy selection; best practices, pavement investment decisions, etc. Workshops may range in length from 4-24 hours of contact time, with an emphasis on hands-on application of technology and be presented at multiple locations throughout the United States. When directed and supported by economic analysis, procurement of equipment to support technical workshops may be authorized by the COTR. Within 15 days after each workshop, the Contractor shall forward to the COTR a brief written report of the activity, not to exceed 10 pages. Each report shall include as a minimum: date, duration, purpose, location, copy of workshop or training materials (electronic format), and a brief summary of comments, course evaluations, recommendations and/or observations.

Task B.3: Technical Presentations

When tasked, the Contractor shall develop and make professional presentations at seminars, conferences, workshops and/or meetings relating to activities associated with the objectives of the pavement design and analysis focus area. Within 15 days after each presentation, the Contractor shall forward to the COTR a brief written report of the visit, not to exceed 10 pages. Each report shall include as a minimum: date, duration, purpose, location, copy of presentation (electronic format), and a brief summary of comments, activities, recommendations and/or observations.

Task B.4: Technical Publications

When tasked, the Contractor shall write technical, professional quality, articles or papers suitable for scientific publications, conference proceedings, peer-reviewed journals, newsletters, case studies, briefing papers and brochures. It is anticipated that these article(s) will address the research and other related activities conducted under this Contract. All publications shall comply with government Section 508 publication guidelines. See Sections C.4 and C.5 for more information.

Task C: Pavement Design and Analysis Product / Technology Support

When tasked, the Contractor shall provide support, including product refinement/enhancement for pavement design and analysis products and technologies to interested agencies. Technical support can take the form of: (1) establishing product support websites and newsletters; (2) providing literature based on requests for information in support of specific products or technologies; (3) staffing of display booths at meetings, conferences and exhibitions in support of pavement design and analysis technology products; and (4) providing hands-on training or site visits to provide technical information in support of implementation activities associated with the pavement design and analysis technology products. The Contractor shall provide a periodic report of technical support provided under this task documenting the number and type of contacts, and a brief summary of comments, recommendations and/or observations.

Task D: Progress Reports

The Contractor shall submit progress reports to the COTR and the Contract Administrator. These reports shall be prepared on a quarterly basis or as specified on individual task orders, and be submitted by the 15th of the month following the reporting period. Each progress report shall contain concise statements covering the activities relevant to the contract, including:

- (a) A clear and complete account of the work performed under each task order.
- (b) An outline of the work to be accomplished during the next report period.
- (c) A description of any problem encountered or anticipated that will affect the completion of any individual Task Order within the time and fiscal constraints as set forth in the Task Orders, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) A section addressing how the results of the work performed support one or more of the FHWA and Department of Transportation (DOT) strategic goals of safety, mobility, global connectivity, environmental stewardship, security, and organizational excellence.
- (e) A tabulation of the planned, actual and cumulative person-hours expended by the personnel identified in each task order.
- (f) A chart showing current and cumulative expenditures versus planned expenditures for each task order.

The quarterly progress reports shall be delivered via email to the Contract Administrator (CA) and the Contracting Officer's Technical Representative (COTR) at the following email addresses:

COTR: [TBD](#)
CA: daniel.confer@dot.gov

C.4 TECHNICAL REPORT SPECIFICATIONS

Unless specified otherwise, technical reports under this contract shall be prepared in accordance with the latest version of the Turner-Fairbank Highway Research (TFHRC) Communications Reference Guide (FHWA-RD-03-074), available at <http://www.tfhrc.gov/qkref/qrgmain.htm>.

C.5 REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

All Information Technology deliverables shall conform to the Electronic and Information Technology (EIT) Accessibility Standards. See <http://www.access-board.gov/508.htm> for more information.

C.6 STAFFING

The following categories of professional staffing will be required for the various task orders and must meet the following qualifications. These staffing requirements may be met using in-house staff or a combination of internal and external sources.

Program Manager

The Program Manager should have considerable knowledge and experience with pavements, materials, construction, pavement rehabilitation, pavement design and analysis, and environmental effects. A minimum of a bachelor's of science degree in Civil Engineering is required. The PM shall have approximately 15 years of highway engineering related experience and shall be a Licensed Professional Engineer. This individual should also possess administrative skills, have experience managing a staff, and have experience dealing with senior level staff of outside organizations. The PM shall be the lead for all tasks.

Senior Engineers

Each senior engineer shall, at a minimum, have a BS degree in Civil Engineering with approximately 10 years of experience in the areas of construction or construction management, materials, pavement design, traffic monitoring and data collection, and pavement condition assessments in the transportation field, either in a highway agency or transportation-related industry. Professional registration is recommended. Senior Engineers are expected to be the lead persons that will conduct the core work under tasks A and B. Senior Engineers must be knowledgeable in concrete pavements, concrete materials, concrete construction, concrete pavement rehabilitation, concrete pavement, design and analysis, and environmental effects and have practical experience in deploying new technologies to highway agencies.

Engineers

Each engineer shall, at a minimum, have a BS degree in Civil Engineering with approximately 5 years of experience in the areas of construction or construction management, materials, pavement design, traffic monitoring and data collection, and pavement condition assessments in the transportation field, either in a highway agency or transportation-related industry. Professional registration is recommended.

Business / Financial Analysts

Business/Financial Analysts shall have an MBA or MS degree and experience working in the area of financing surface transportation projects. The analysts must have experience working on the financing of transportation projects using innovative financing methods such as:

- State Infrastructure Banks (SIBs)—revolving funds to make or guarantee loans to approved project.
- Grant Anticipation Revenue Vehicles (GARVEEs)—which are State issued bonds or notes repayable with future federal-aid.
- Credit assistance under the Transportation Infrastructure Finance and Innovation Act (TIFIA)—including loans and loan guarantees.

Transportation Economists

Transportation Economists shall have at least an M.S. in economics with approximately 10 years of experience in the economic evaluation of surface transportation projects, especially highway projects. Skills should include application of benefit-cost analysis to transportation projects, economic impact analysis, and other forms of life-cycle economic analysis (such as life-cycle cost analysis). Experience in multi-criteria analysis is also necessary.

Technical Writers

Technical Writers shall be responsible for researching, writing, and editing technical articles, papers, reports, flyers, and other material of various lengths (from 5 to 300+ pages) for a professional level technical publication.

The Technical Writers should have, as a minimum, a Bachelor's degree and 2 years of experience in researching and writing publications on highway technology, such as pavements, materials, construction, pavement rehabilitation, pavement design and analysis, and environmental effects. Four additional years of technical writing experience may be substituted for the Bachelor's degree.

NOTE: Only one technical writer shall work on any single manuscript to avoid differences in editorial style within a document.

SECTION D - PACKAGING AND MARKING

Deliverables under this contract shall be prepared and packaged for shipment using best commercial practices so as to ensure safe and timely delivery.

SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government.

52.246-4 Inspection of Services - Fixed-Price. AUG 1996

52.246-5 Inspection of Services - Cost-Reimbursement. APR 1984

52.246-9 Inspection of Research and Development (Short Form) APR 1984

52.246-16 Responsibility for Supplies. APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

All work and services required hereunder shall be completed on or before 24 months from the effective date of the contract. Should the Government elect to exercise any of its options for additional services under this contract, the total contract period of performance shall be completed within the time frame specified in that option. In no event shall the total contract performance exceed 60 months.

Any Task Orders issued prior to the expiration date of this contract and not completed within that time, shall be completed by the Contractor within the time specified under task order. The Contractor is required to abide by the terms and conditions of this contract until the conclusion of the Task Order performance period. The period of performance for each Task Order shall be specified within the Task Order document.

F.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

F.3 PLACE OF DELIVERY

52.247-34 F.O.B. DESTINATION (NOV 1991)

All deliverables shall be delivered F.O.B. Destination, under transmittal letter, to the COTR at the following address:

Federal Highway Administration
Office of Pavement Technology
1200 New Jersey Avenue, SE
Washington, D.C. 20590
Attention: (to be filled in at award)

F.4 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDER PROCEDURE

All funds expended under this contract shall be incurred, accounted for and invoiced under individual Task Orders. Cost Reimbursable portions of task orders may be incrementally funded.

It is the Government's intent to provide all contractors awarded a contract under this solicitation a fair opportunity to be considered for each proposed Task Order. For each requirement under which the Government intends to issue a Task Order, a Task Order Proposal Request (TOPR) will be sent to each eligible contractor. However, the Government may issue Task Orders on a non-competitive basis or limited competitive basis as may be appropriate and authorized by law. The Contracting Officer will select the offer that is considered most advantageous to the Government considering technical merit of each proposal, key personnel, cost, and past performance on other Task Orders. TOPRs will specify the evaluation criteria that will be utilized together with a statement of the relative importance of each criterion. The selection of a contractor to perform a Task Order is generally not subject to protest. Each Task Order will provide specific information on the work to be performed, the objectives or results desired, a period of performance, deliverables, pricing and other terms specific to the individual Task Order.

TOPRs will be issued electronically. In response, the contractor shall submit to the Contract Administrator and COTR an electronic Task Order Proposal (TOP) within the time specified for submission. Task Order Proposals will normally be submitted electronically and will typically contain:

1. Discussion of the technical approach for performing the work.
2. Period of Performance and Schedule of Work.
3. Estimated level of effort, types of staffing and number of hours, including those in (5) below.
4. Travel, per diem, equipment and materials estimates.
5. An estimate for subcontractors and consultants, including direct labor hours and cost information, if applicable.
6. Fixed price or cost plus fixed fee amounts.
7. Key personnel with their resumes.
8. Experience and past performance.

The cost for the preparation and submittal of the TOP is the responsibility of the contractor.

If the contractor is not able, or does not wish to compete for a specific task order, it must so state via email to the Contract Administrator and COTR in lieu of a TOP. However, contractors are strongly encouraged to make every effort to explore teaming, subcontracting or other arrangements so as to be able to propose on each offered task order. It is expected that contractors will propose to TOPRs which are within their areas of expertise.

G.2 TASK ORDER AWARD

The Contracting Officer may enter into negotiations with those contractors submitting a TOP, and may request a revised TOP, as the situation may warrant.

The Government will evaluate each TOP in accordance with the stated evaluation criteria, and will award the Task Order to the contractor who offers the best value to the Government.

Upon mutual agreement of the parties as to the work to be performed, the schedule, and the pricing, the FHWA will issue a Task Order. The contractor shall acknowledge acceptance of the Task Order by signing and returning the OF-347.

Task Orders will contain the following information:

1. Name and signature of the Contracting Officer.
2. Contract Number, Task Order number and Task Order effective date.
3. A description of the task including deliverables.
4. Accounting and appropriation data.
5. The negotiated fixed price or cost plus fixed fee.
6. Document and reporting requirements, as applicable.
7. Delivery or performance schedule.

- 8. Key Personnel.
- 9. Billing information.

G.3 FAIR OPPORTUNITY TO COMPETE

It is the Government's intent to give each awardee a "fair opportunity" to compete for each order in excess of \$3,000. However, awardees need not be given the opportunity to be considered for a particular TO if the CO determines that:

- (a) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
- (b) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (c) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under the contract or through exercise of option periods specified in the original TO, provided that all awardees were given fair opportunity to be considered for the original TO; or
- (d) It is necessary to place a TO to satisfy a minimum guarantee.

G.4 AGENCY TASK ORDER OMBUDSMAN

The Contracting Officer's selection decision on each Task Order request shall be final and is not subject to protest, except for a protest that the Task Order increases the scope, period, or maximum value of the contract. Accordingly, in accordance with FAR 16.505 (b)(5), an ombudsman has been appointed to hear and facilitate the resolution of contractor's concerns resulting from task order award. The existence of the ombudsman does not diminish the authority of the Contracting Officer. Further, the ombudsman does not participate in the evaluation of the proposals or the adjudication of formal contract disputes. Therefore, before consulting with the ombudsman, interested parties must first address their concerns, issues, disagreements and/or recommendations to the Contracting Officer for resolution.

If the Contracting Officer cannot make resolution, interested parties may contact the FHWA ombudsman, _____, at the following address:

Associate Administrator for Administration/Agency Competition Advocate
HAD-1
1200 New Jersey Ave, SE
Washington, DC 20590
E-mail: administration.fhwa@igate.fhwa.dot.gov

G.5 FUNDS AVAILABLE

Cost reimbursable task orders issued under this IDIQ may be incrementally funded. The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required by the clause shall be made in writing to the CO. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the CO the data collected and the material produced, in process, or acquired in connection with the performance of the project provided herein, together with an electronic summary report of its progress and accomplishments to date.

G.6 PAYMENT – COST REIMBURSEMENT (Cost Reimbursement Task Orders)

For Cost Reimbursable task orders, the Contractor may request interim payments for costs incurred during the performance of each specific task order. A statement of costs incurred by the Contractor in the performance of Cost Reimbursable task orders issued under this contract and claimed to constitute allowable costs shall support each interim payment request. Each interim payment request shall be submitted in accordance with the attached, "FHWA Billing Instructions for Cost Reimbursement Contracts" to be considered proper for payment. Prior approval of the CO is required if the Contractor wishes to use a different payment request format.

In accordance with clause 52.232-25, "Prompt Payment", interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the CO that the Contractor is making adequate progress toward successful contract completion.

Final invoice payment shall be made upon the CO's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.

G.7 PAYMENT OF FIXED FEE ON TASK ORDERS

In accordance with the fixed-fee clause at FAR 52.216-8, and the instructions contained under this paragraph, the Contractor may request interim payment for any applicable fixed-fee amounts stated on task orders issued under this IDIQ contract. This shall be based on the Contracting Officer's determination of satisfactory continued contract performance. After payment of 85 percent of the total fixed-fee, further payment of the fixed-fee may be withheld until a reserve of either 15 percent of the total fixed-fee or \$100,000, whichever is less, is set aside. The withheld portion of the fixed-fee, if any, shall be released to the Contractor after a determination is made by the Contracting Officer that all contract requirements have been satisfactorily completed. Withholding of this amount requires no specific instruction from the Contracting Officer.

G.8 PAYMENT OF FIXED PRICE TASK ORDERS

For Fixed Price task orders issued under this IDIQ contract, unless otherwise specified in the individual task order, the Contractor may request payment for the Fixed Price specified in the task order upon the Government's acceptance of work under that task order. When applicable, partial payment may be made for partial delivery. Payment will be authorized when the CA receives the COTR's determination of satisfactory completion or acceptance of work or deliverables required under each task order.

G.9 INDIRECT COSTS (Applies Only to Cost Type Task Orders)

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder at the billing rate of [__TO BE NEGOTIATED__]. This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

G.10 BILLING RATES

The provisional labor and indirect rates negotiated under this contract for billing purposes shall remain in effect until revised rates have been approved in writing by the CO. The Contractor shall request new provisional billing rates in writing. Such requests shall delineate the current and proposed rates to be used along with the effective rate of escalation.

G.11 TRAVEL AND PER DIEM

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, flight numbers, and any other information as applicable. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless otherwise authorized by the COTR.

G.12 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The CO has designated _____ as COTR to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

The CO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. The CO shall authorize any such revision in writing.

G.13 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

[as negotiated]

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

G.14 INVOICES

Submit all invoices to one of the following invoice addresses:

All invoices and required supporting documents shall be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:
 - (i) Invoice No. #
 - (ii) Contract/Agreement Number
 - (iii) Name of your Company/Organization.

(iv) Attention: Daniel Confer

Example: Invoice No. 1 – DTFH61-08-C-00001 – ABC Company – Attention:
Daniel Confer

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, the Contractor must select one of the other submission options presented below:

Invoices submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention: Daniel Confer
Express Delivery Point of Contact: April Grisham, 405-954-8269

Invoices may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City OK 73126-8865
Attention: Daniel Confer

All invoices, regardless of submission method, must identify (Daniel Confer) as the invoicing point of contact.

An invoice submitted to an address other than those identified above will be returned to the vendor as non-conforming.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL

- (a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate. A formal contract modification shall not be required.

- (b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the COTR, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to the COTR. The Contractor shall not remove or replace personnel under this contract until the COTR has had a chance to review and comment on the proposed change.

The Key Personnel under this Contract are:

[to be completed at award]

(End of clause)

H.2 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

- (a) Contractor Performance Evaluations Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted thirty days to respond. Contractor response is voluntary and is not mandatory. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the CO, whose decision is final. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

- (b) Electronic Access to Contractor Performance Evaluations FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for architect-engineering) require agencies to prepare interim and final evaluations of Contractor performance. The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. The CPS module for architect-engineer contracts is not yet available therefore the following information regarding electronic access does not apply to architect-engineer contracts.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpsContractor.nih.gov/>. The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the Contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will

send an email to the Contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

(End Of Clause)

H.3 TECHNICAL DIRECTIVES (TD)

The Contractor shall be responsible to accomplish all tasks related to the Government's requirements delineated in Section C of the basic contract, and as specified on individual task orders. During the course of task order performance, the COTR may issue specific TDs. Such directives shall be issued for the purpose of providing technical direction and guidance to the Contractor within the overall scope of the contract and Task Order. The COTR shall submit such directives to the designated Contractor representative (project/program manager) via e-mail. The Contractor shall respond with a rough order of magnitude cost estimate (ROM), which may include labor categories, number of hours, rates, travel, and material as applicable, or as otherwise required by the COTR. Upon written approval by the COTR, the Contractor may proceed with performance.

No TD issued by the COTR shall constitute a change to the terms and conditions of the task order or the basic IDIQ contract. In accordance with FAR clause 52.243-7 Notification of Changes, the Contractor is required to promptly notify the Contracting Officer if it feels that a TD has altered any of the terms and conditions of this task order or the basic IDIQ contract.

The program manager (PM) may designate oversight responsibility to a lead researcher (LR) for technical directives on a case by case basis.

H.4 TAR 1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its Subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on [Form DOT F 4220.43](#), Contractor Report of Government Property.

(End of clause)

H.5 TAR 1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APR 2005)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The

term “information technology”, as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of DOT e-Government sites or other IT operations;
- (2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the Contractor’s copy be corrupted; and
- (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor’s IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) National Institute of Standards and Technology (NIST) Guidelines;
- (3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and
- (4) DOT Order 1630.2B, Personnel Security Management.

(c) Within 30 days after contract award, the Contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and

evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted accreditation documentation.

(e) On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.

(f) The Contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning

****WARNING**WARNING**WARNING****

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

****WARNING**WARNING**WARNING****

(g) The Contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.

(i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.

(j) The Contractor shall afford the Government access to the Contractor's and Subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

(k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) The Contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

(End of clause)

H.6 1252.239-71 INFORMATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION (APR 2005)

All offers submitted in response to this solicitation must address the approach for completing the security plan and accreditation requirements in TAR clause [1252.239-70](#).

(End of provision)

PART II

SECTION I - CONTRACT CLAUSES

I.1 FH.01 PRINTING RESTRICTIONS

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION. JUL 2006

All Contractors desiring to receive awards of DOT contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database before receiving an award, and throughout the contract's period of performance. The CCR is a Department of Defense web-based repository of Contractor information.

Interested offerors should read and understand the requirements of FAR 52.204-7. The offeror must register in the CCR prior to receiving any DOT contract awards, and must maintain current, updated information in CCR throughout the performance period of the contract. The Electronic Funds Transfer information in the CCR must be accurate in order for Contractors' invoices or contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT contracts. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr.gov>, or by calling 1-888-227-2423. The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor must confirm on an annual basis that its information in the database is accurate and complete.

*****ALERT***** FRAUDULENT CCR LETTERS*****

Recently, current U. S. Department of Transportation (DOT) Contractors and potential Contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential Contractors register in the DOD Central Contractor Registration System (CCR). If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, Contractors should go directly through the CCR

website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website <http://www.ccr.gov/> or call 1-888-227-2423.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. JUL 1990

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [TBD] or the overtime premium is paid for work:
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall:
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

NOTE: All Overtime must be approved in advance by the COTR.

I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

1. 52.202-1 Definitions (JULY 2004)
2. 52.203-3 Gratuities (APR 1984)
3. 52.203-5 Covenant Against Contingent Fees (APR 1984)

4. 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
5. 52.203-7 Anti-Kickback Procedures (JUL 1995)
6. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8. 52.203-12 Limitation on Payment to Influence Certain Federal Transactions (SEPT 2007)
9. 52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2007)
10. 52.203-14 Display of Hotline Poster(s) (DEC 2007)
11. 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
12. 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
13. 52.215-2 Audit and Records - Negotiation (JUN 1999)
14. 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
15. 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
16. 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
17. 52.215-14 Integrity of Unit Prices (OCT 1997)
18. 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)
19. 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JULY 2005)
20. 52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data—Modifications (OCT 1997)

21. 52.216-7 Allowable Cost and Payment (DEC 2002)
The designated payment office will make interim payments for contract financing on the “30th” day after the designated billing office receives a proper payment request.
22. 52.216-8 Fixed Fee (MAR 1997)
23. 52.216-18 Ordering (OCT 1995)
Fill in: TBD
24. 52.216-19 Order Limitations (OCT 1995)
25. 52.216-22 Indefinite Quantity (OCT 1995)
Fill in: TBD
26. 52.217-8 Option to Extend Services (NOV 1999)
Fill in: TBD
27. 52.219-8 Utilization of Small Business Concerns (MAY 2004)
28. 52.219-9 Small Business Subcontracting Plan (APR 2008)
29. 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999)
30. 52.219-28 Post-Award Small Business Program Re-representation (JUNE 2007)
31. 52.222-3 Convict Labor (JUNE 2003)
32. 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
33. 52.222-26 Equal Opportunity (MAR 2007)
34. 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
35. 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
36. 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
37. 52.222-38 Compliance With Veterans’ Employment Reporting Requirements (Dec 2001)

38. 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
39. 52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)
40. 52.223-6 Drug-Free Workplace (MAY 2001)
41. 52.223-10 Waste Reduction Program. (AUG 2000)
42. 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)
43. 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
44. 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
45. 52.227-1 Authorization and Consent (DEC 2007)
46. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
47. 52.227-3 Patent Indemnity (APR 1984)
48. 52.227-14 Rights in Data - General (DEC 2007)
49. 52.227-16 Additional Data Requirements (JUN 1987)
50. 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
51. 52.230-2 Cost Accounting Standards (APR 1998)
52. 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998)
53. 52.230-6 Administration of Cost Accounting Standards (APR 2005)
54. 52.232-17 Interest (JUN 1996)
55. 52.232-20 Limitation of Cost. (APR 1984)
56. 52.232-22 Limitation of Funds (APR 1984)
57. 52.232-23 Assignment of Claims (JAN 1986)
58. 52.232-25 Prompt Payment (OCT 2003) - Alternate I (Feb 2002)

- 59. 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 60. 52.233-1 Disputes (JUL 2002)
- 61. 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)
- 62. 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 63. 52.236-8 Other Contracts (APR 1984)
- 64. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 65. 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- 66. 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 67. 52.242-13 Bankruptcy (JUL 1995)
- 68. 52.243-1 Changes - Fixed-Price (AUG 1987) - Alternate III (APR 1984)
- 69. 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate I (APR 1984)
- 70. 52.243-7 Notification of Changes (APR 1984)
- 71. 52.244-2 Subcontracts (JUN 2007) - Alternate I (JUN 2007)
- 72. 52.244-5 Competition in Subcontracting (DEC 1996)
- 73. 52.244-6 Subcontracts for Commercial Items (MAR 2007)
- 74. 52.245-1 Government Property (JUNE 2007)
- 75. 52.246-25 Limitation of Liability - Services (FEB 1997)
- 76. 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
- 77. 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- 78. 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 79. 52.249-14 Excusable Delays (APR 1984)

- 80. 52.251-1 Government Supply Sources (APR 1984)
- 81. 52.253-1 Computer Generated Forms (JAN 1991)

**II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS
(48 CHAPTER 12) CLAUSES**

- 1252.223-71 Accident and fire reporting APR 2005
- 1252.223-73 Seat belt use policies and programs APR 2005
- 1252.235-70 Research misconduct. APR 2005
- 1252.242-73 Contracting officer's technical representative. OCT 1994

PART III

SECTION J - LIST OF ATTACHMENTS

1. FHWA Cost Reimbursement Billing Instructions – 4 pages
2. OF-17, Offer Label – 1 page
3. Past Performance Questionnaire – 3 pages
4. Authorized Negotiators Form – 1 page
5. Certification of Data – 1 page
6. Standard Form LLL, Disclosure of Lobbying Activities – 2 pages

PART IV

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.204-8 Annual Representations and Certifications (Jan 2006)

a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$4.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

*******ALERT***** FRAUDULENT CCR LETTERS*******

Recently, current U.S. Department of Transportation (DOT) contractors and potential contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential contractors register in the DOD Central Contractor Registration System (CCR). If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, contractors should go directly through the CCR website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website www.ccr.gov.

L.1 PROPOSAL DELIVERY

(please show the RFP number and closing date on the forwarding envelope)

Security procedures prohibit non-uniformed couriers from delivering material directly to offices in the DOT building. Only uniformed couriers from FedEx and the United Parcel Service, who are dressed in a uniform bearing their organization's name and possessing official identification, may deliver proposals or sealed bids directly to the Office of Acquisition Management. Other couriers and individuals must deliver material to the mail room/visitor's center at the new building's main entrance at 1200 New Jersey Avenue, SE. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to the Office of Acquisition Management through the normal building mail delivery procedures, which could add one or more working days. Alternatively, offerors may ask the guard to call the Acquisition Office (x64232) to have someone come down and accept the material once it has been examined; while we will do our best to accommodate such requests, FHWA is not responsible if someone is not immediately available to pick up your proposal. Offerors must make allowances for these procedures in order to assure that offers arrive on time. **Bids/offers must be received by the Office of Acquisition Management by the time and date due, to be considered timely**, not just delivered to the mail room/visitor's center.

To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, included as Attachment No. 2 and available on line at <http://www.fhwa.dot.gov/aaa/forms.htm>.

Further, please be advised that all of our mail (items handled by the U.S. Postal Service) is sent out of town for scanning and irradiation prior to delivery to the building. This process can add several days to your mailing time, even from local addresses.

Please keep these factors in mind as you determine the best means to deliver your proposal so as to ensure delivery in the Office of Acquisition Management by **no later than 3:00 PM Eastern Time**.

This RFP is being transmitted electronically. Offerors are reminded that if you download copies of this or any other solicitation you will NOT automatically receive amendments to those solicitations. It is your responsibility to check back frequently to the download source to see if any amendments have been issued to solicitations you have downloaded. All amendments will be posted to, and downloadable from www.fbo.gov.

Please direct all questions to Mr. Daniel Confer at email Daniel.Confer@dot.gov or phone number (202) 366-0730.

NOTE: With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4(d)(1), (2) and (3).

NOTE: Facsimile bids/proposals will not be considered for this solicitation.

L.2 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)

L.3 52.215-1 Instructions to Offerors – Competitive Acquisitions (JAN 2004)

Pursuant to FAR 52.215-1 (JAN 2004), subparagraph (f)(4), the Government intends to evaluate proposals and make awards without discussion with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer determines that they are necessary.

L.4 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.
(End of provision)

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government intends to award an Indefinite Delivery/Indefinite Quantity contract (with both firm fixed price and cost-plus-fixed-fee task orders) as a result of this solicitation. The Government anticipates that three contracts will be awarded as a result of this solicitation. All task orders will be competed between the three awardees.

NOTE: THIS IS A FULL AND OPEN COMPETITION REQUIREMENT

L.6 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

L.7 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

The Government's evaluation criteria are delineated in Section M, herein. Offerors are advised to carefully review Section M in preparing their proposal submissions.

L.8 PROPOSAL FORMAT

All Offerors shall submit the following:

1. RFP Section A, Blocks 12 through 18 of Standard Form 33 must be filled in as appropriate, signed and returned in Volume II.
2. A completed Standard Form LLL, Disclosure of Lobbying Activities, must be completed and submitted in Volume II. The Form is included as Attachment No. 6.
3. The approach for completing the security plan and accreditation requirements in TAR clause [1252.239-70](#). See H.5 and H.6.
4. In addition, each Offeror must submit an original and 5 copies of the proposal Volumes I and II as described below.

The format of the above proposal volumes shall be as follows:

1. Proposals shall be prepared on 8½ x 11 inch paper.
2. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.
5. No cost/price data shall be included in VOLUME I.

Proposal Submittal Location

The original proposal and five copies shall be submitted to the following address.

Federal Highway Administration
Office of Acquisition Management
Room Number: E66-207
1200 New Jersey Avenue, SE
Washington, DC 20590
Attn: Daniel Confer (HAAM-30)

L.9 VOLUME I - “TECHNICAL PROPOSAL”

Volume I shall consist of two (2) parts:

Part I – Technical & Management Approach
Part II – Staffing

Parts I, and II of Volume I shall be bound together in a single volume that is separate from VOLUME II.

The combined total page count of Volume I shall not exceed 80 pages including text, figures, tables, and resumes. Appendices and writing samples will not be counted against the 80 page limit. Should the offeror choose to include a title page and/or a table of contents, these will not be counted against the page limit. In the event that the offeror exceeds the 80 page limitation, the Government will evaluate only the first 80 pages of the proposal.

L.10 VOLUME II - “BUSINESS AND COST/PRICE PROPOSAL.”

Volume II shall consist of four (4) parts:

Part I – Cost/Price Information
Part II – Other Financial & Organizational Information
Part III – Past Performance
Part IV- Small Business Subcontracting Plan

Parts I, II, III, and IV of Volume II shall be bound together in a single volume that is separate from VOLUME I.

L.11 VOLUME I - TECHNICAL PROPOSAL

CERTIFICATION OF DATA

The form included as Attachment No. 5 must be completed and submitted as a part of Volume 1.

PART I - TECHNICAL & MANAGEMENT APPROACH

Please include the following:

a) A discussion that describes in detail your proposed technical approach to the meeting the requirements of the SOW if awarded a contract. Demonstrate your understanding of the requirements and scope of the effort. Discuss the relevancy, depth, and breadth of your experience as it relates to technology transfer and deployment to state highway agencies in the general areas of: pavement construction or construction management, materials, pavement design, traffic monitoring and data collection, pavement condition assessments, economic analysis tools and data, data integration, data collection and analysis.

b) A discussion of the organization's overall capability to manage, coordinate, and provide the required staffing to accomplish efforts of this type. Organizational hierarchies and lines of communication should be addressed. Address program and project management methodology as well as budget planning. Include your plan to fill the differing types of vacancies that may occur related to poor performance, retirement, new Government requirements, and/or normal turnover. Your approach to motivating, incentivizing, rewarding, recruiting, and training employees should be included here as well.

Please see the statement of work (Section C) and the technical evaluation criteria (Section M) for additional information or clarification on items to be addressed in the technical proposal.

PART II – STAFFING PROPOSAL

The Staffing Proposal shall consist of a clear description of how the proposed staffing meets the qualifications required by the various sections of this RFP (especially Sections C). Provide the names and resumes of all proposed personnel. Resumes shall clearly identify and describe the individual's education, experience, pertinent journal articles (engineers), and list the staffing category to which he/she will be assigned. Provide a 5-10 page writing sample for each technical writer. Provide evidence that all proposed personnel are available and committed to fulfill the estimated annual level-of-effort requirements specified for their labor category. Provide letters of commitment for new hires. Provide a plan to backfill positions to ensure coverage if an individual leaves the project. If subcontracting for professional staffing is required, indicate the number and types to be subcontracted to other sources. Discuss the depth and breadth of your ability to recruit from relevant industries/communities.

Please see the statement of work (Section C) and the technical evaluation criteria (Section M) for additional information or clarification on items to be addressed in the staffing proposal.

L.12 VOLUME II - BUSINESS AND COST/PRICE PROPOSAL

This volume shall be separate from volume I, and shall contain all pricing information and certain general financial/organizational information as described below:

PART I - COST/PRICE INFORMATION

Your cost or price proposal shall be specific and complete in every detail. Cost figures must **not** be shown in the forwarding letter or in the technical or staffing proposals.

For proposal purposes, offerors shall use the ESTIMATED LEVEL OF EFFORT provided under L.13 and the estimated Travel and Other Direct Costs (See paragraph “e” below), then apply their overhead rates, indirect rates, and fixed fee as applicable. For pricing purposes, Offerors shall assume that all task orders under the contract will be issued on a cost-plus-fixed-fee basis.

Offerors shall submit a budget summary for the entire 60 months contract period of performance and a separate summary for each year of the project. Budget summaries shall clearly identify the following information as applicable:

- a. Labor Rates – Provide both standard and overtime labor rates for each category delineated in Section C. Include number of hours and yearly escalation. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented. State the number of any additional direct labor (new hires) that will be required during the performance period of this acquisition.
- b. Productive Hours – Detail how you define “direct productive hours” and how vacation, sick and other types of leave are accrued, accounted for, and charged.
- c. Indirect Rates – Discuss your proposed rates for all years. Identify the various specific indirect rates and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. State any differing rate applications (for example if there is a different proposed rate when applied to travel than when applied to Subcontractor costs) Offerors must provide dollar values as well as percentages. What will the impact be to your indirect rates if awarded this contract?

- d. Subcontracting/Consultants: If Subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the Subcontractor shall be furnished:

- (1) Name and address of the Subcontractor or consultant.
- (2) Identify the individual's name, positions and the portion of work to be conducted by the Subcontractor or consultant.
- (3) Cost/price proposal (with supporting information as necessary).

NOTE: Prime Contractors/Offerors are responsible for performing a cost/price analysis on all their proposed Subcontractors/consultants in accordance with FAR 15.404-3. *A cost/price analysis report must accompany each named Subcontractor/consultant as defined at FAR 15.404-3.*

- (4) A letter or other statement from each proposed consultant and/or Subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.

- e. Other Direct Costs & Travel: Offerors shall use the estimated figures below:

Contract Period	Estimated Travel	Estimated Other Direct Costs
Base Period (24 months)	\$40,000	\$120,000
Option 1 (12 months)	\$20,000	\$60,000
Option 2 (12 months)	\$20,000	\$60,000
Option 3 (12 months)	\$20,000	\$60,000
Overall 60 month	\$100,000	\$300,000

- f. Other Division: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your inter company pricing policy.
- g. Right of Examination: By submitting your proposal, you, if selected for negotiation, grant the CO or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The FHWA may use an independent Contractor for cost and price analyses.

- h. Profit/Fee: Offerors shall include a proposed fee and its application base (especially if Fee varies by cost category). The basis for the amount of fee and fee percentage should be explained.

PART II - OTHER FINANCIAL/ORGANIZATIONAL INFORMATION

General Information. You must attach a supplemental sheet providing the following information:

- a. Indicate your fiscal year period (provide month to month dates).
- b. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.
- c. Indicate whether your system of control of Government property has been approved by a Government agency. If so, provide the name, location and telephone number of the Government agency, and date of approval.
- d. Indicate whether written purchasing procedures exist, and whether your purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- e. Indicate whether your accounting system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- f. Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify resources available to perform the contract without assistance from any other source. If sufficient funds are not available, indicate the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- g. Your DUNS and TIN numbers.

PART III - PAST PERFORMANCE

In VOLUME II under the original copy, Offerors shall include a minimum of three completed Past Performance Questionnaires by the Offerors customers (See Section J, Attachment No. 3).

1. The completed questionnaires must be submitted by current (within the last three years) customers (include both commercial and Government if applicable) involving similar or related services, at similar dollar values if possible.
2. The completed questionnaires shall be from independent sources.
3. Offerors must submit each completed customer questionnaire in a separate envelope that has been sealed by the customer for confidentiality.
4. The Government may contact the customer point of contact (POC) for verification. POC telephone and facsimile numbers must be accurate and current.
5. The CO will consider such performance information, along with information from other sources, in determining the past performance rating and deciding whether the Offeror is to be considered responsible, as defined in FAR 9.104. The Offeror is responsible for ensuring the questionnaires are completed in a timely manner and are submitted with its VOLUME II proposal.

PART IV - SMALL BUSINESS SUBCONTRACTING PLAN

As prescribed by FAR 19.708(b), since the total contract price is expected to exceed \$550,000, the offeror shall submit with its proposal, a subcontracting plan as prescribed in FAR 52.219-9(d). If the offeror determines that there will not be subcontracting opportunities, the offeror shall still submit a subcontracting plan and include a statement of circumstances supporting this determination. Small business firms are exempt from this requirement.

All subcontracting plans must be approved by the Contracting Officer. Failure to submit and negotiate an acceptable subcontracting plan by the time of award, shall render the offeror ineligible for award of a contract. The subcontracting plan will become part of the contract.

L.13 ESTIMATED LEVEL OF EFFORT

The Government's maximum level of effort estimate by labor category is shown below. This estimate reflects FHWA's total anticipated needs, regardless of the number of contract awards made. Due to the uncertain nature of Task Orders that may be issued under this contract, Offerors are directed to propose the direct productive labor hours listed below. During the performance of the contract, the actual staffing requirements will be established through the issuance of Task Orders. Direct productive labor hours are defined as actual labor hours exclusive of vacation, holiday and sick leave.

Staffing Positions	Hours Per Year
Program Manager	500
Engineers	1,500
Senior Engineers	1,000
Business / Financial Analysts	800
Transportation Economists	800
Technical Writers	750
Administrative Support	1,500

L.14 52.233-2 SERVICE OF PROTEST (SEPT 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, HAAM-10, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.15 FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)
SOLICITATION PROVISIONS**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The Offerors is cautioned that the listed provisions may include blocks that must be completed by the Offerors and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offerors may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

52.215-1 Instruction to Offerors-Competitive Acquisition (JAN 2004)

52.215-8 Order of Precedence Uniform Contract Format (OCT 1997)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: None.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Transportation Acquisition Regulation (48 CFR Chapter 12) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD

EVALUATION CRITERIA

The Government's source selection decision will be based on a Best Value Tradeoff process which incorporates the following four factors listed in order of descending importance: (A) Technical; (B) Cost; (C) Past Performance; and (D) Small Business (SB) and Small Disadvantaged Business Participation (SDB). When combined, technical, past performance, and SB/SDB participation are significantly more important than cost. Each of these factors is described below.

A. Technical

Subfactor (a) has greater weight than subfactor (b).

(a) Technical, Management, and Organizational Capability

- Technical approach to meeting the requirements of the SOW.
- The relevancy, depth and breadth of the offeror's experience as it relates to technology transfer and deployment to state highway agencies in the general areas of: pavement construction or construction management, materials, pavement design, traffic monitoring and data collection, pavement condition assessments, economic analysis tools and data, data integration, data collection and analysis. The extent to which an offeror has expertise in multiple areas above will be considered as part of the evaluation.
- Capability of organization itself to manage and coordinate efforts of the type delineated in the SOW (See Section C), including its planned efforts to motivate, reward, incentivize, recruit, retain, and train its employees.

(b) Staffing / Qualifications of Key Personnel

- The relevancy, depth, and breadth of experience and education for proposed personnel and subcontractors as it relates to technology transfer and deployment to state highway agencies, and the extent to which they meet the Government's needs as specified within this solicitation. See Section C and L.
- The proposed staff's knowledge and ability to work with State Highway Agencies (SHA), partners, and customers in support of the pavement design and analysis focus area.

B. Cost

- Proposed Cost of CLIN 0001 and Option Periods
- Direct Labor and Overtime Rates
- Indirect Rates and their application
- Fixed Fee Percentage and its application

C. Past Performance

The Government will evaluate the relevant merits of each offeror's past performance on the basis of its reputation with its former customers. The lack of a relevant or recent past performance record will result in a rating of neutral. The Government may review some or all of the following past performance areas:

- Timeliness;
- Delivery or Performance;
- Problem Responsiveness;
- Quality of Purchased Product or Services;
- Cost Control;
- Technical Support; and
- Delivered Quantities.

In evaluating Past Performance, the Government may consider information provided by offerors in their proposal submissions, as well as any other information available to the Government.

D. Small Business and Small Disadvantaged Business Participation

As required by FAR 15.304(c)(4), the Government will consider the following information in evaluating the offeror's proposed SDB Participation (if applicable):

1. Percentage of total contract value.
2. Complexity of work to be performed by SBs and SDBs (i.e. work considered technology or research intensive).
3. Specific identification of SB and SDB subcontractors with associated work.
4. Reasonableness of the offeror's proposed plans and procedures for attaining the proposed SB and SDB targets.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)